



COUNTY OF LOS ANGELES

CHIEF INFORMATION OFFICE

Los Angeles World Trade Center
350 South Figueroa Street, Suite 188
Los Angeles, CA 90017

RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

Telephone: (213) 253-5600
Facsimile: (213) 633-4733

April 10, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

15 April 10, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVE MEMORANDUM OF AGREEMENT WITH THE
CITY OF LOS ANGELES FOR THE USE OF THE
COUNTY'S ALERT LA COUNTY MASS NOTIFICATION SYSTEM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Approve a Memorandum of Agreement with the City of Los Angeles allowing direct access and use of the County of Los Angeles' Alert LA County Mass Notification System to send emergency telephone calls, text messages, and e-mails to its residents.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the attached Memorandum of Agreement (MOA) with the City of Los Angeles (City) allowing direct access and use of the County's Alert LA County Mass Notification System (System) to send emergency telephone calls, text messages, and e-mails to its residents, to be effective on April 10, 2012 or on the date the MOA is fully executed by the parties, whichever is later, and continue in effect through March 10, 2016, unless sooner terminated as provided in the MOA.
2. Authorize the Chief Information Officer (CIO), or designee, to negotiate and execute Amendments to the MOA, exercise extensions to its term or terminate the MOA as necessary, provided County Counsel approval is obtained prior to undertaking any such action.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to enter a MOA with the City, which will allow the City direct access to and use of the System to send emergency telephone calls, text messages and e-mails to its residents. The System is a web-based alert notification system that is administered by the Sheriff's Department (Sheriff), and is designed to make mass telephone calls, send text messages, and/or e-mails to residents and businesses during emergencies and/or disasters.

The City does not have a mass notification system, and has requested to utilize the County's System to create and prepare emergency mass notifications to its residents. Currently, the City does not have direct access to the System and must have the Sheriff develop messages for them and map the distribution area for each message.

Under this proposed MOA, the City will have direct access to the System to create and map emergency notifications. Once the City has input all of the data necessary to disseminate a mass notification to its residents, the Sheriff will review the request and approve the release of the notification. The Sheriff will have final and absolute discretion to approve and release any and all mass notifications composed and requested by the City. This will be accomplished through the use of the Sheriff's current policies and guidelines for use of the System. Also, the County retains the right to shut down external access to the System at its sole discretion.

Implementation of Strategic Plan Goals

This request supports the County Strategic Plan Goal No. 1: Operational Effectiveness: "Maximize the effectiveness of processes, structure, and operations to support timely delivery of customer-oriented and efficient public services." It also supports County Strategic Plan Goal No. 5: Public Safety: "Ensure that the committed efforts of the public safety partners continue to maintain and improve to the highest level of safety and security standards for the people of Los Angeles County." Additionally, this request supports continued collaboration between the City and County.

FISCAL IMPACT/FINANCING

There are no costs to the County related to this request. A sub-account will be created allowing tracking and monitoring of the usage. The County will invoice the City on a monthly basis to recover costs related to the usage based on rates set forth in the MOA (\$0.16 per minute for calls and \$0.05 per minute per text message).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On February 17, 2009, your Board approved Agreement Number 76945 with Twenty First Century Communications, Inc., for the development, licensing, implementation, and support of the System. The County will work with the City and the vendor to configure the System to identify and map boundaries of the City. The City will only be permitted to prepare and create alerts for events inside of those boundaries. The vendor will also sign the MOA acknowledging its terms and conditions. The Chief Executive Office reviewed and approved the MOA, and County Counsel has reviewed this Board Letter and approved the MOA as to form.

CONTRACTING PROCESS

Aside from the negotiations of the terms and conditions of the MOA, there was no contracting

process associated with this request. This is a government-to-government agreement between the City and the County.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed MOA is a collaborative effort between the County and the City to enhance the City's emergency management capabilities. It will enable the City to utilize the County's System to create and map emergency information to its residents.

CONCLUSION

Upon your Board's approval of the recommended actions, it is requested that the Executive Officer/Clerk of the Board return one adopted stamped copy of this Board Letter and three executed copies of the Agreement to the Chief Information Office for further processing.

Respectfully submitted,

A handwritten signature in black ink that reads "Richard Sanchez". The signature is written in a cursive, flowing style.

RICHARD SANCHEZ

Chief Information Officer

RS:HB:pg

Enclosures

c: Executive Officer, Board of Supervisors
County Counsel
Sheriff

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF LOS ANGELES
FOR THE USE OF THE
ALERT LA COUNTY MASS NOTIFICATION SYSTEM

City Contract Number C-120376

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Memorandum of Agreement" or "MOA") is made and entered into as of this 10th day of April, 2012 by and between the County of Los Angeles, a political subdivision of the State of California ("County"), and the City of Los Angeles, a municipal corporation ("City"), acting by and through the Los Angeles Police Department (the "LAPD"). The County and the City are hereinafter sometimes referred to collectively as the "Parties" and each individually as a "Party."

W I T N E S S E T H

WHEREAS, County entered into County Contract No. 76945 dated February 17, 2009 (the "Contract") with Twenty First Century Communications, Inc. (the "Contractor") for the development, licensing and implementation of a mass notification system known as **ALERT LA County** (the "System");

WHEREAS, the System is a web-based community alert notification system designed to make mass telephone calls and/or send text messages and e-mails to residents and businesses during emergencies, disasters or as otherwise determined by the County's Sheriff's Department (the "Department");

WHEREAS, in order to avoid the duplication of efforts and cost by County and City in connection with the mass notification of their residents and to encourage collaboration between the County and the City in their emergency mass notification efforts, the County and the City each desires to allow the City to use the System upon the terms and conditions set forth in this Memorandum of Agreement;

WHEREAS, through this Memorandum of Agreement, the Parties desire to (i) provide guidelines for City's use of the System, (ii) set up a process whereby issues arising between City and County related to City's use of the System may be resolved, and (iii) identify City's financial responsibility for its use of the System;

WHEREAS, the City has designated the Emergency Management Department ("EMD") and LAPD to provide for mass notification services in the City;

WHEREAS, the EMD and LAPD cooperates with private organizations, other agencies of the City, and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility;

WHEREAS, the project which is the subject of this Memorandum of Agreement has been established by the City as one of the above-described programs and has been funded in the LAPD's budget by the Fiscal Year 2009 Community Oriented Policing Services Technology Grant ("FY09 COPS" or the "Grant"), such Grant having been accepted by the Los Angeles City Council (C.F. #08-1684, 12/9/09);

WHEREAS, this Memorandum of Agreement has been authorized by the Los Angeles City Council and the Mayor (C.F. # 11-0930, 8/16/11) for an initial term of March 11, 2011 to March 10, 2012, with four (4) one-year options to extend such term;

WHEREAS, the performance period of the Grant has been extended to September 10, 2013; and

WHEREAS, since the execution of this MOA will occur after the expiration of the initial term of this MOA authorized by the Los Angeles City Council and the Mayor, the County and the City each deem it in their respective best interests to exercise, concurrently with the execution of this MOA, the first of the four options to extend the initial term of this MOA, resulting in the initial term of this MOA ending on March 10, 2013 with three (3) remaining one-year options to extend such initial term.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants set forth herein and the mutual benefits to be derived therefrom, County and City agree as follows:

1. Representatives of the Parties and Service of Notices

1.1 The representatives of the respective Parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

1.1.1 The representative of the City shall be:

For LAPD:

Onesha Steward/Nancy Cammarata
Information Technology Bureau
Contracts and Grants Section
100 West First Street, Room 842
Los Angeles, CA 90012
Telephone: (213) 486-0380

with a copy to:

Jim Featherstone
General Manager
Emergency Management Department
500 East Temple Street
Los Angeles, CA 90012
Telephone: (213) 484-4821

1.1.2 The representatives of the County shall be:

For operational issues:

Captain Ruth Nelson, Bureau Commander
Los Angeles County Sheriff's Department
Emergency Operations Bureau
1275 N. Eastern Ave.
Los Angeles, CA 90063
Telephone: (323) 980-2201
E-mail: RANelson@LASD.org

For contractual issues:

Henry Balta, Senior Associate Chief Information Officer
County of Los Angeles Department of Chief Information Office
L. A. World Trade Center
350 S. Figueroa Street, Suite 188
Los Angeles, CA 90071
Telephone: (213) 253-5622
E-mail: HBalta@cio.lacounty.gov

With a copy to:

Jose Silva, Principal Deputy County Counsel
Office of the County Counsel
500 West Temple Street, 6th Floor
Los Angeles, CA 90012
Telephone: (213) 974-7973
E-Mail: josilva@counsel.lacounty.gov

- 1.2 Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- 1.3 If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) working days of said change.

2. Term and Services to be Provided

2.1 Term

The term of this Memorandum of Agreement shall commence on the date of the execution hereof by the Parties and shall continue until March 10,

2013, unless terminated earlier as provided in this Memorandum of Agreement. Notwithstanding the foregoing, the Parties shall have the option to mutually extend the current term of this Memorandum of Agreement for additional one (1) year periods, which additional periods shall not exceed, in total, three (3) additional years (each an "Option Term"). The exercise of each such Option Term shall be memorialized by a written amendment to this Memorandum of Agreement signed by the authorized representative of each of the Parties.

2.2 Summary of City's Access to and Use of the System

As further described and conditioned herein, County will allow City to access the System to create and prepare for dissemination to City's residents via the System mass notifications composed by the City. City shall reimburse County at the rates set forth herein for per minute and/or per text message charges incurred on the System as a result of City's use of the System for the dissemination of such mass notifications

2.3. Use of the System

2.3.1 County shall consult with City and Contractor to configure the System to correctly identify and map boundaries for which City notifications shall be sent, including the creation of "buffer zones" where City boundaries are adjacent to the boundaries of other jurisdictions such as County. Before undertaking such configuration of the System, County shall obtain from Contractor a proposal for the total amount of fees, if any, to be incurred in connection therewith, and shall inform City thereof. City shall thereupon have the option to immediately terminate this Memorandum of Agreement before such configuration in its sole discretion. If City does not so choose to terminate this Memorandum of Agreement and such configuration results in fees being incurred by County under the Contract, such fees shall be reimbursed to County by City.

2.3.2 County shall consult with City and Contractor to create a separate sub-account (the "Sub-account") to provide City access to the System. The Sub-account shall track and monitor City's use of the System on a monthly basis. County will issue an invoice to the City (at monthly or other regular intervals to be determined by County) which identifies usage of the System by the City through the Sub-account. County will create a separate username and password for the Sub-account to be used solely by the City, inform the City of such username and password upon the creation of the Sub-account, and keep such username and password confidential.

- 2.3.3 City shall have the right to access the System via the Sub-account at all available times as City deems necessary without notifying County. To the extent County received notice from the Contractor or is otherwise informed that the System or any portion thereof shall be unavailable, County shall make its best efforts to promptly provide notice of such unavailability to City. Except as otherwise provided in this Section 2.3, access to the System by City via the Sub-account shall allow City to (1) use the full range of functions and features of the System, including the public registration feature via the Alert LA County website, and (2) input all mass notification data, including all voice and text messages, maps, pre-designated evacuation routes and orders, as the City may deem necessary in its sole discretion. County shall allow all voice and text messages intended to be sent by the City via the System to be composed solely by the City and shall not interfere with City's access and use of the System via the Sub-account. However, County retains the right to shut down outside access to the System or to disable the Sub-account, as County shall determine in its sole discretion.
- 2.3.4 Once City has input into the System all mass notification data necessary to disseminate a mass notification through the System, City shall contact the Department to request the review, approval and release of such mass notification. Notwithstanding any provision hereof to the contrary, (1) County shall have the right to access the Sub-account to determine whether a mass notification is appropriate for release, and (2) the Department shall have the final and absolute discretion to approve for release and effectuate the transmission of any and all mass notifications composed and requested to be disseminated by City.
- 2.3.5 The actual transmission of any mass notification requested by City to be sent through the System via the Sub-account shall be accomplished by the Department. Prior to such intended transmission, City shall contact the Department to request the transmission. Upon such request, the Department shall have the right to review the mass notification to ensure compliance with its policies and guidelines related to the use of the System and shall have the sole discretion of approving such mass notification for transmission. County and City both acknowledge that time of the essence in the transmission of any such mass notification, and the Department shall use its best efforts to conduct its review of the City's requested mass notification in a prompt and timely manner. In the event the Department determines that City's intended mass notification does not meet policies and guidelines for use of the System, the Department shall promptly consult with the EMD to identify and correct the mass notification to comply with such policies and guidelines.

2.4 System Policies and Guidelines

County's current policies and guidelines for use of the System, which may be changed from time to time in County's sole and absolute discretion, are set forth below. To the extent such policies and guidelines are changed in the future, County shall notify City of any such changes.

2.4.1 The governing principle of the System is that notification to the public will help save lives, protect health and reduce potential for injury.

2.4.2 The System shall not be used for non-emergency purposes nor for the transmission of political messages, personal messages, advertising of any product or service, or in connection with any for-profit activity.

2.4.3 Examples of information that may be communicated through the System include, but are not limited to, the following:

- (1) Urgent information related to police, fire, or public health emergencies affecting the County and City residents.
- (2) Notification of critical missing children.
- (3) Notification of a search for a fleeing felon.
- (4) Evacuation of a specified area.
- (5) Disaster notification.
- (6) Public safety tests to verify data accuracy and system operability.

2.5 Coordination Between County and City

County and City acknowledge that a situation or event justifying a mass notification to both County and City residents requires coordination between the County and City to minimize duplicative mass notifications. In the event that the Department's Operation Center ("DOC") is activated for an emergent situation or event, the responsibility of initiating and disseminating any mass notification via the System for such situation or event shall rest solely with County, and the Department shall inform the EMD that the DOC has so been activated prior to the transmission of any mass notification requested by the City for any such emergent situation or event. Any mass notification initiated by the DOC shall not be deemed to

have occurred through the City's use of the System and shall not be charged to the City.

2.6 System Operation

County shall oversee the operation of the System and shall work diligently with City and Contractor to resolve operational issues involving the Subaccount. City shall not be responsible for any costs (including maintenance and software upgrade costs) related to the operation of the System, other than (1) any configuration fee incurred under Section 2.3.1 above; and (2) any actual per minute/per text usage fees set forth in Section 3 (Payments) below incurred by the City for transmission of its mass notifications messages on the System through the Sub-account. City shall be solely responsible for the maintenance of any City-owned equipment used to access the System. County will make its best effort to promptly notify City of any disruptions in service to the System of which County becomes aware.

2.7 Training

City shall be responsible for training City personnel on the use of the System, with the assistance of County. .

3. Payments

3.1 Compensation and Method of Payment

3.1.1 City shall reimburse County for fees incurred as a direct result of the transmission on the System of mass notifications created by the City on the Sub-account ("City Messages"). Such fees shall be comprised solely from the minutes charged for voice messages and the number of attempts charged for text messages on the System as set forth on System usage data submitted by Contractor to County. For voice City Messages, the City shall be charged at a rate of \$0.16 per minute. For text City Messages, the City shall be charged at a rate of \$0.05 per attempt. In connection with the foregoing, if the rates charged by the Contractor to County under the Contract are changed during the term of the Contract, County shall endeavor to provide prompt notification thereof to City.

3.1.2 To request reimbursement for the transmission of City Messages, County shall submit an invoice to City on County letterhead detailing the City Messages transmitted, the date of such transmissions, the fee rate applied for such City Messages, and the total number of minutes/attempts for such City Messages. The invoice shall be accompanied by a data usage statement from the Contractor on Contractor letterhead confirming the usage of the

System for the City Messages for which County's invoice is being submitted. Following the receipt of such County invoice, City shall promptly review the invoice and notify County of any discrepancy or error in the invoice and promptly provide to County any documentation supporting the existence of such discrepancy or error. Invoices shall be prepared at the sole expense and responsibility of the County. City shall promptly effect payment following receipt of an undisputed invoice. In addition, upon City's request, County will provide to City any additional documentation in its possession relating to such invoices and City's usage of the System.

- 3.1.3 Funding for this Agreement is subject to the continuing availability of federal funds for this program to City. This Memorandum of Agreement may be terminated immediately upon written notice to the County of a loss or reduction of federal grant funds being used to fund this Memorandum of Agreement, whereupon City shall immediately (i) pay to County any undisputed outstanding and unpaid invoices issued by County to City hereunder, and (ii) completely cease its use of the System. Upon County's receipt of such notice, City's direct access to the System via the Sub-account shall be immediately discontinued.

4. Miscellaneous.

4.1 Applicable Law, Compliance, and Severability

Each of the Parties hereto, in performance of this Memorandum of Agreement, warrants and certifies that it shall each comply with all applicable statutes, rules, regulations and orders of the United States and the State of California, including all laws, guidance and regulations related to the United States Department of Justice FY 2009 COPS Technology Program grant. The Parties each understands that failure to comply with such laws may result in suspension, termination or reduction of federal grant funds used to fund this Agreement.

This Memorandum of Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. The Parties hereto shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

In any action arising out of this Memorandum of Agreement, the Parties hereto consent to personal jurisdiction, and agree to bring all such actions, exclusively in state and federal courts located in Los Angeles County, California. If any part, term or provision of this Memorandum of Agreement shall be held void, illegal, unenforceable, or in conflict with any

law of a Federal, State or local government having jurisdiction over this Memorandum of Agreement, the validity of the remaining parts, terms or provisions of this Memorandum of Agreement shall not be affected thereby.

4.2 Integrated Agreement, Amendments and Waivers

This Memorandum of Agreement sets forth all of the rights and duties of the Parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. Any change in the terms of this Memorandum of Agreement, including changes in the services to be performed by County, and any increase or decrease in the amount of compensation which are agreed to by the City and the County, shall be incorporated into this Memorandum of Agreement by a written amendment properly executed and signed by the person authorized to bind the Parties thereto. The waiver by either Party hereto of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition, or of any subsequent breach of the same term, covenant or condition.

4.3 Time of Essence and Excusable Delays

Time shall be of the essence in complying with the terms, conditions and provisions of this Memorandum of Agreement. In the event that performance on the part of any Party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said Party, none of the Parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the Party's reasonable control.

4.4 Prohibition Against Assignment or Delegation

Each of the Parties hereto may not, unless it has first obtained the written permission of the other Party, (a) assign or otherwise alienate any of its rights hereunder, including the right to payment; or (b) delegate, subcontract, or otherwise transfer any of its duties under this Memorandum of Agreement.

4.5 Indemnification

Each of the Parties to this Memorandum of Agreement is a public entity. In contemplation of the provisions of §895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by §895 of said Code, the Parties hereto, as between themselves, pursuant to the authorization contained in §§895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Memorandum of Agreement, to the same extent that such liability would be imposed in the absence of §895.2 of said Code. To achieve the above-stated purpose, each Party indemnifies and holds harmless the other Party solely by virtue of said §895.2. The provision of §2778 of the California Civil Code is made a part hereto as if fully set forth herein. County certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Memorandum of Agreement. City certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Memorandum of Agreement.

In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each Party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code §2778 regarding interpretation of indemnity agreements are hereby incorporated.

4.6 Defaults

Should a Party fail for any reason to comply with the contractual obligations of this Memorandum of Agreement within the time specified by this Memorandum of Agreement, the other Party reserves the right to immediately terminate this Memorandum of Agreement.

4.7 Termination for Convenience

Either Party may terminate this Memorandum of Agreement for its convenience at any time by giving the other Party thirty (30) days written notice thereof. Upon receipt of said notice, the other Party shall immediately take action to (a) pay any undisputed outstanding and unpaid invoices issued hereunder, and (b) not to incur any additional obligations, cost or expenses hereunder.

IN WITNESS WHEREOF, the City of Los Angeles and the County of Los Angeles have caused this Memorandum of Agreement to be executed by their duly authorized representatives as of the date first above written.

APPROVED AS TO FORM:

(Contractor's Corporate
Seal or Notary)

CARMEN TRUTANICH, City Attorney

By: [Signature]
Deputy City Attorney

Date: 4/24/12

ATTEST:

JUNE LAGMAY, City Clerk

By: [Signature]
Deputy City Clerk

Date: 05-04-2012



For: **CITY OF LOS ANGELES**

Los Angeles Police Department

By: [Signature]
Charlie Beck, Chief of Police

Date: 5.3.12

ACKNOWLEDGED:

Twenty First Century Communications, Inc.

By: [Signature]
Name: GLENN D. ABLETT
Title: VICE PRESIDENT

Date: 5/14/12

City Business License Number: _____

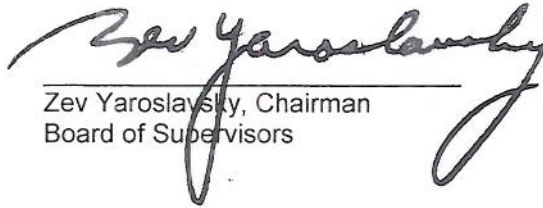
Internal Revenue Service ID Number: _____

Council File/OARS File Number: _____ Date of Approval: _____

City Contract Number C-120376

For: COUNTY OF LOS ANGELES

By:


Zev Yaroslavy, Chairman
Board of Supervisors



ATTEST:

SACHI A. HAMAI
Executive Officer and Clerk
Board of Supervisors of the County of Los Angeles

By:


DEPUTY

APPROVED AS TO FORM:

JOHN F. KRATTLI
Acting County Counsel

By:


Jose Silva
Principal Deputy County Counsel